

Fort Dodge Public Library

USW #11-502 (Library)

7/1/2006 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FORT DODGE PUBLIC LIBRARY

AND

**United Steel, Paper and Forestry, Rubber, Manufacturing,
Energy, Allied Industrial and Service Workers International
Union, AFL-CIO, CLC
and
LOCAL 11-502**

July 1, 2006 – June 30, 2008

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ARTICLE I

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FORT DODGE PUBLIC LIBRARY AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, and LOCAL 11-502

PREAMBLE

- A. It is the intent and purpose of this Collective Bargaining Agreement to promote and insure a spirit of confidence and cooperation between the Fort Dodge Public Library, hereinafter called the Library, and its employees represented by the United Steel, paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and Local 11-502, hereinafter called the Union, by setting forth the general policy of the Library personnel and procedure, establish equitable rates of pay and hours of work and provide a method of redress of any grievance.
- B. It is understood by the Library and the Union that the masculine pronoun he, in any of its cases, is used in the accepted English language practice referring to an antecedent that is both masculine and feminine and its use is not intended to be sexist.

ARTICLE II

RECOGNITION

- A. The principles of collective bargaining have brought representatives of certain organized employees and the Library together negotiating the personnel practices, conditions of work and rates of pay. In recognition of this principle, the Library will deal with the duly chosen representatives of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and Local 11-502, and the Union's successors and assigns, affiliated with the AFL-CIO, Local 11-502 on behalf of its members in the adjustment of all grievances that may arise regarding terms of this Agreement.
- B. The Library herewith recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and Local 11-502, as the sole bargaining agent for its members as put forth in the Certificate of Certification, specifically including the following job classifications, unless the incumbent is excluded by law:
- Library Assistant II
Library Assistant I (Circulation)
Custodian
- C. The provisions of this contract become effective after six months of employment without a break in service.
1. Regular Full-time Employee: One who is hired to work 35-40 hours per week on a continuing basis.
 2. Regular Part-time Employee: One hired to work less than 35 hours per week on a continuing basis.
 3. Full-time Temporary Employee: One hired due to the absence of a full-time regular employee, usually the result of a leave of absence or an extended illness. The position is terminated upon the return to work of the incumbent.
 4. Part-time Temporary Employee: Same as (3) above, except works less than 35 hours per week.
- D. Notice of employees hired in the above classifications listed in a status of subparagraphs (1) through (4) and any subsequent classification change for said same employees shall be given to the Union on the date of employment or the date of change.

ARTICLE III

RATES OF PAY

- A. The rate of pay covering the employees in the above general classifications, as set out in Exhibit A, shall be posted in the Library. Whenever inequities of classification rates exist or new classifications are made, they shall be adjusted through the grievance procedure hereinafter set out.
- B. Wages of employees subject to this agreement shall be set out in Exhibit A attached hereto and made a part hereof as though set out at length herein.

ARTICLE IV
WORK SCHEDULES

- A. Normal working schedules for Library employees, excluding the custodian, shall be on the basis of a total of forty hours per week, eight hours per day, Monday through Saturday. The Library shall have the right to change the normal working day, which is from 8:30 a.m.-8:00 p.m., Monday through Tuesday, 8:30 a.m.-5:30 p.m. Wednesday through Saturday, with two weeks written notice to the employees concerned. This may be done by posting a notice on the Library bulletin board.

The normal working schedule for the custodian shall be on the basis of a total of 40 hours per week, eight hours per day, Monday thru Friday. The normal working hours are 6:00 a.m. to 3:00 p.m.

Each contract year a clothing and equipment allowance of \$100.00 will be paid to the custodian who has been employed more than six (6) months and not on probation at the time.

- B. In the event an employee is called back to duty prior to the commencement hour of his regular employment he will be paid time and one-half (1 1/2) for all hours worked in excess of eight hours, or be granted comp time at the same rate at the discretion of the Library Director.
- C. Each employee shall be entitled to a break in the morning not to exceed fifteen minutes and in the afternoon not to exceed fifteen minutes.
- D. Employees who work ten or more hours in a given day will be provided a \$6.00 meal or meal allowance of \$6.00 in place of a meal. Provisions of such a meal shall be the responsibility of the department's supervisor.
- E. An emergency shall be defined as a state of urgent or pressing public need where services must be performed to maintain a departments' operations when disrupted or to provide relief from unusual contingencies.
- F. If the Library is forced to close to the public due to inclement weather, employees scheduled to work will be paid as if they had worked the hours closed. If an employee is unable to report to work when the Library is open, due to inclement weather, that employee must take vacation or personal time off for the hours missed, or if those are not available, he will not be paid for those hours.
- G. Prior to closing the library due to inclement weather, the Library Director and/or the Director's designee will contact the Chief of Police and/or the Fire Chief to determine whether the building should be closed. The Library Director will also notify the President of the Board of Trustees that the building will be closed.

ARTICLE V

EMPLOYER AND EMPLOYEE RIGHTS

- A. The statutorily provided Employer Rights in Section 20.7 of the current Public Employment Relations Act of Iowa and Employee Rights in Section 20.8 of the current Public Employment Relations Act of Iowa recognized as part of this agreement and these statutory rights are excluded from the grievance and arbitration provision of this agreement.

ARTICLE VI

OVERTIME AND HOLIDAY PAY

- A. Overtime or comp time shall be paid to all employees for all hours in excess of their work schedules at the following rates: One and one-half time for all hours in excess of eight hours per day or forty hours per week, except Sundays and Holidays which shall be as set out below.

This would include attending mandatory training, continuing education, seminars or workshops which exceed the eight hour workday. This shall also include travel time when such training is away from the Fort Dodge area.

- B. Overtime hours shall be distributed reasonably equal among employees provided the employees are capable of performing the work. Whenever an employee is assigned overtime but is unable to work, those hours will be counted as overtime worked for the purpose of overtime "equalization". In the event overtime work is assigned, each employee is expected to appear and work as scheduled. The Union shall have the right to inspect the overtime records periodically for the purpose of insuring equal distribution.
- C. A minimum of two hours work shall be granted for all call-in work at the proper overtime rate.
- D. Sunday pay shall be double time for all hours worked.
- E. Irrespective of whether or not an employee is required to work on the day observed as a contract Holiday, he shall receive eight hours pay. In addition to the Holiday pay described herein, an employee who is requested to and works the Holiday shall receive double time pay for the hours worked. Regular part-time employees will receive prorated (half) the holiday pay that full time employees receive.
- F. Overtime may be taken in the form of compensatory time off at the discretion of the Library Director. The amount of compensatory time off would equal the amount of overtime earned at the rate it was earned (time and one-half, double time, etc.). However, the maximum amount of compensatory hours off cannot exceed 80 hours per fiscal year and all such time off must be approved and scheduled by the supervisor. If compensatory time off remains unused at the end of a fiscal year, it will be reimbursed to the employee in a lump sum at the rate earned (time and one-half, double time, etc.).

ARTICLE VII

HOLIDAYS

- A. The following shall be recognized as Holidays:

New Year's Day*
President's Day
Good Friday (4 hours/afternoon)***
Memorial Day
Fourth of July*
Labor Day
Veteran's Day*
Thanksgiving
Christmas Eve (4 hours/afternoon)****
Christmas*
New Year's Eve (4 hours/afternoon)****
Personal Floating Holiday

* When falls on Sunday, off on Monday.

*** Staff members whose day off falls on this day will receive four hours of comp time.

**** When Christmas Eve and New Year's Eve fall on Saturdays or Sundays those staff members not scheduled to work these weekends receive eight hours comp time; those who work one of these weekends will receive four hours comp time.

- B. When a staff member's day off falls on an observed holiday, the individual is entitled to comparable time off at a time suitable to both the individual and the Library Director.
- C. Comp time must be used by the employees by the end of the fiscal year.
- D. To qualify for holiday pay, it will be necessary for the employee to work the last scheduled work day prior to and the first scheduled work day following each holiday, unless said employee is on paid leave such as sick leave, vacation and comp time.
- E. When an employee accrues floating holiday time (when the library is closed but that employee is regularly scheduled to work on that day), that employee shall note on his/her time sheet when those hours are accrued and taken as holiday hours.

ARTICLE VIII

SENIORITY

- A. Seniority shall be classified as "Library Seniority". Library Seniority shall be determined by computing the length of time worked in the Library.
- B. In defining length of time worked for computation of seniority, reference is made to employees devoting their full time to the employment of the Library defined in paragraph C, subparagraph (I), in Article II. Employees shall retain rights to re-employment after layoff for a period of three years commencing with the effective day of the layoff.
- C. When a reduction in the labor force occurs, it shall be effective in the following manner:
 - 1. Two occupational groups shall be recognized for this purpose and they shall be the Custodial Group and the Library Operations Group.
 - 2. If the number of positions in a classification are reduced the least senior employee/s in that classification shall have the option to replace an employee with lesser seniority in another classification, provided they are capable of performing the work.
 - 3. Employees in the operations staff may replace employees in the custodial group if they are qualified to do so and have more seniority than employees in that class.
 - 4. Employees in the Custodial Group may likewise replace employees in the Library Operations Group if they are qualified for the position and have greater seniority.
 - 5. All employees must be qualified for the position to which they move.
- D. An employee whose services have been terminated because of reduction of the work force or for economic reasons shall be reinstated to positions for which they are qualified in reverse order of their layoff. If bypassed because of lack of qualifications, the employee will not lose their rights to recall by order of seniority for future employment opportunities. An employee who has been offered recall and refuses will be considered to have voluntarily quit. The Library shall give notice at least thirty calendar days prior to layoff because of reduction in the work force or for economic reasons.

- E. Employees will lose all seniority rights if they are discharged for cause or voluntarily quit. Employees must give two weeks notice prior to quitting.

ARTICLE IX

BIDDING

- A. When a new job or a regular job becomes vacant and said vacancy is to be filled, the job shall be posted for bidding within seven days of the vacancy. The Library Director shall be responsible for posting jobs for the bid and will make the final determination as to the award of the bid under terms as set out in this Contract.
- B. The Library Director reserves the right to review all vacant positions as to their necessity and their present wage grade classification.
- C. The following rules shall be used when bidding on a position:
 - 1. A notice for bids shall be posted pursuant to Paragraph A, Article IX, of this Contract within the Library for a period of two full work days, excluding Holidays, Saturdays and Sundays. The regular full-time employees qualified for the position with the greatest amount of Library Seniority shall be selected.
 - 2. If there are no qualified Library bidders, then the position shall be posted for bid in all departments of the City for a period of two full work days, not including Holidays, Saturdays and Sundays. Bids received from these departments may be considered by the Library Director.
 - 3. An employee who is going on an authorized and scheduled leave of absence shall sign a form available within the Library indicating their interest in bidding positions that may be posted in their absence. Employees who are on a non-scheduled absence will be notified by registered mail at their last known address of openings that occur during their absence and they shall notify the Library Director of their intent to bid such positions within three full work days of their receipt from notification.
 - 4. All employees must be qualified for the job they are bidding before being awarded the bid. The Library Director, in conjunction with the department supervisor, shall determine job qualifications.
 - 5. If, during the first thirty work days in a new position, it is determined by the Library Director that an employee is not capable of performing the job adequately, the employee's bid award shall be rescinded and the next qualified bidder shall be selected. This thirty work days shall not include time off for sickness or vacation. This trial period shall not have any adverse effect on his prior Library seniority. The employee will be notified of the reasons for their disqualifications.

6. If, during the fifteen work days in a new position, the employee decides to return to his former job, upon written request through the Library Director, his request will be granted and arrangements made to return him to his former job.
 7. The Library Director shall make every effort to place a successful bidder in his new position within fifteen days after closing the bidding. In the event this is impossible, the employee shall receive the higher rate of pay of the two jobs after 15 days have elapsed.
- D. Any dispute as to regards to the qualifications of an employee in this Article may be subject to the grievance procedure. The Library Director expressly reserves its management right to unilaterally establish position qualifications. The Library Director agrees not to use its qualification establishment right to eliminate a particular employee from consideration for a position by changing qualifications after that position has been posted and bid by said employee.
- E. When a bargaining unit job vacancy exists within the jurisdiction of the Municipal Employees Division, Library employees will be given the final option to fill the vacancy before the City hires from outside.

ARTICLE X

VACATION

- A. All regular employees, a party to this Agreement, will be granted vacations with pay on the following basis:

- (1) After one years service, 40 hours
- (2) After two years service, 80 hours
- (3) After six years service, 120 hours
- (4) After ten years service, 160 hours
- (5) After fourteen years service, 200 hours

Request for vacations over three consecutive days in duration shall be normally made three weeks in advance. Request for vacations of three days or less shall normally be made one week in advance and approved at the Director's discretion. All vacations shall be granted with the approval of the Director.

All requests shall be submitted in writing using application for vacation forms.

Vacation leaves shall be granted in minimum increments of two hours. Vacation time may not be accumulated from year to year unless there are extraordinary circumstances and a request has been approved by the Library Director. Vacation is accrued annually upon the anniversary date of the employee.

Where an employee has less than two hours accumulated vacation, at the discretion of the library director, such employee will be allowed to use the balance of his/her vacation.

Regular part-time employees shall receive pro-rated holiday/personal floating holiday/vacation time on a basis to reflect the ratio between the employee's regularly scheduled hours per week and forty hours.

- B. An employee's service shall be measured as of his anniversary date of regular employment. Vacation may not normally be used until the employee's anniversary date.
- C. No employee shall be called for duty during said vacation except in extreme emergency declared by the Board of Trustees or the Library Director.
- D. Vacation selection will be granted by seniority Jan. 1-31 of each year and thereafter selection will be on a first come basis.
- E. Request for vacations shall be posted by March 1, each calendar year. Once such requests are approved and posted (March 1) the Library will make all reasonable

effort to avoid changing or canceling such schedules except in serious emergencies.

- F. The employer will make a good faith effort to schedule employee vacations in a week or two week time frame without scheduling weekend hours during the vacation time requested.

ARTICLE XI

SICK LEAVE

- A. All regular full-time employees of the Library will receive full pay for absence due to personal illness at the rate of one and one-fourth days per month. All part-time employees sick leave will be one half of full-time. (3/4 of a day per month, 7 1/2 days per year).
- B. An employee that uses five days or less during a calendar year is eligible to use two of the remaining days of sick leave for vacation, with the balance being credited to the employee. The maximum amount of sick leave that may be accumulated during a calendar year is 15 days. The maximum amount of sick leave that may be carried by an employee is 150 days.
- C. Library staff members who are ill and cannot report to work should notify the Director or Librarian in charge 15 minutes before the employees shift is regularly scheduled to begin. Employees should leave a message at the Reference Desk at ext. 224. A doctor's statement indicating illness and duration of illness may be requested from employees at any time, at the Director's discretion, and is required after three consecutive days of absence from work due to illness. If it should be determined that the sick leave used was not for a valid illness, the employee involved shall not be paid for the day(s) lost.
- D. A doctor's statement indicating an employee's fitness for duty is required when an employee has been on sick leave due to surgery, injury and other conditions which may impact an employee's ability to perform job duties.
- E. Doctor, hospital and dental appointments may be charged to sick leave for hours away from work.
- F. An employee of the Library who is injured on the job shall make a report as soon as possible, or within 48 hours of the accident, to the Director on an Accident/Incident Report Form.
- G. The Library will not be responsible for injuries by its employees when said injuries are suffered when engaged in other employment.
- H. Employees will receive sixty percent (60%) of their unused sick leave upon retirement and all new hires July 1, 2005 or after will accrue sick leave at the rate of ten (10) hours per month.

ARTICLE XII

DEATH AND SERIOUS ILLNESS CLAUSE

- A. In case of death in the employee's immediate family, said employee shall be allowed up to forty hours off from work either at the time of the death or at the time of the funeral, without loss of pay.
- B. The immediate family shall include parents, step-parents, spouse, children, current spouse's children or any legal dependent residing in the domicile of the employee.
- C. Three days off without loss of pay shall be allowed at the time of death or time of funeral in the event of the death of the following: the employee's siblings, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-brother, step-sister or grandchildren.
- D. Where an employee is called upon to serve in an official capacity at a funeral, he shall receive pay for any reasonable time lost.
- E. Attendance at funerals in a pay status not specifically mentioned in this Article will be up to the discretion of the employee's supervisor.
- F. If an employee is compelled to lose work because of a serious illness in their immediate family, he shall be allowed up to 40 hours per year for this purpose without loss of pay upon proper documentation of the illness.

ARTICLE XIII

LEAVE OF ABSENCE

- A. An employee shall be granted a leave of absence without pay for good cause with the consent of the Board of Trustees without prejudice to seniority or other rights, providing the leave of absence shall not be used for the purpose of accepting remunerative employment elsewhere. Leave of absence shall be limited to ninety calendar days.
- B. A paternity or maternity leave in conjunction with the birth or adoption of a new family member shall be considered a reasonable purpose for a leave of absence request and subject to this contract.
- C. An employee will be allowed to utilize sick leave for the purpose of taking a leave of absence due to pregnancy, upon presentation of a letter from their physician stating the last day they should work and the first they are to return to work after the birth of the baby.
- D. If this absence is greater than the employee's sick leave available, the difference will be leave of absence without pay.
- E. In no case shall maternity leave exceed ninety calendar days without further justification from the employee's physician of record. This justification must specifically state the reason or reasons for an unpaid leave of absence greater than ninety days.
- F. Father's may be granted up to four weeks of paternity leave to be paid from their accumulated sick leave.
- G. This contract will be in compliance with the federal Family and Medical Leave Act. Leave under the Family and Medical Leave Act shall be documented by the Library Director in writing.

ARTICLE XIV

GRIEVANCE/ARBITRATION/DISCIPLINE

- A. The term grievance shall mean a dispute between the Library and the Union regarding the interpretation and application of the clauses of this collective bargaining agreement.
- B. When a grievance or a dispute arises with the Library, an honest effort shall be made to settle the issue in the following manner:

Step 1 Informal Resolution I: The Employee shall first take up the grievance with the Employee's supervisor or Library Director. This procedure shall be an informal attempt to discuss the problem and work out an acceptable solution.

An employee must make known his grievance at Step 1 within ten days of the alleged dispute or controversy. The Library Director will give the employee filing the grievance a written answer within five days. If it is not settled to the employee/union's satisfaction, the grievance must be carried to Step 2 within five days from receipt of the Library Director's written reply.

Step 2 Formal Resolution II: The employee and/or the Union shall submit a written grievance to the Library Director within the above five (5) day time period. If within five days from receipt of the Union's written grievance, the dispute is not resolved between the Library Director or his designee and the Union, the matter will be advanced to Step 3 by the Union within 10 days from the Library Director's Step 2 reply.

Step 3 Formal Resolution III: After notifying the Library Director of the Union's intent to proceed to Step 3, a meeting between the Library Director and/or his designee and the Union's Steward, President/designee and the International Representative will take place within 30 days of the Union notification to advance the matter to Step 3. Within five (5) days from the meeting date, the Library Director/designee will give a written reply to the Union.

Step 4 Formal Resolution IV: In the event the Step 3 reply is unsatisfactory to the Union, the following procedure will apply.

ARBITRATION CLAUSE

- A. Notice of Arbitration must be served in writing to the Library Director within fourteen days after the final written answer has been received. The notice of Arbitration shall clearly state the issue of dispute to be arbitrated and the articles of the Agreement alleged to be violated.
- B. A list of five arbitrators shall be requested from the Iowa Public Employment Relations Board. Either party may refuse one list before striking of names begins. The Parties shall determine by lot which shall take the first strike. The Library and the Union shall continue striking names until one is left, who shall be the sole arbitrator.
- C. The arbitrator shall not have the power to modify, add to, or detract from any part of this Agreement, but shall only interpret or determine compliance with the Articles of this Agreement. A decision by the arbitrator shall be binding upon both Parties. The arbitrator shall deliver to both the Union and to the Public Library Board of Trustees his decision in writing within thirty days after such arbitration hearing.
- D. The fees and costs, if any, shall be shared equally by the Union and the Library.

The term "day" in this Article means a business day on which the Library is open for patrons.

DISCIPLINE CLAUSE

- A. Any employee suspended or discharged will be notified in writing as to the reason for the action taken by the supervisor concerned at the time of the incident, or promptly after such disciplinary action is taken, not to exceed 72 hours.
- B. An employee's discipline record will be cleared after:
 - 12 months for verbal warnings
 - 12 months for written warnings
 - 12 months for suspensions
- C. A copy of the discipline will be given to the Library steward and the local union president at the earliest time following the employee being notified or in the presence of the employee at the time of discipline, not to exceed 48 hours.

ARTICLE XV

NO STRIKE OR LOCK OUTS

- A. As a part of this Collective Bargaining Agreement, the Fort Dodge Public Library Board states that it is the settled law of the State of Iowa that no employee may engage in or participate in any strike against the Fort Dodge Public Library, or any work stoppage or in any activity intended to interfere with the normal operation of the various activities of the Public Library. The Fort Dodge Public Library Board further states that any employee who during the term of this Agreement, engages in or participates in any such illegal activity, shall forfeit any and all rights and privileges as herein set out in this Collective Bargaining Agreement and shall be cause for his removal and discharge. In addition, the Fort Dodge Public Library agrees that no lock out will take place against any of its employees.

ARTICLE XVI

CHECKOFF OF UNION DUES

- A. Upon presentation by the employee of signed authorization cards, signed by the employee, the Library Bookkeeper shall deduct from the employee's pay the employee's regular union dues, as prescribed by the local union secretary. The Library Bookkeeper will then forward to the Financial Secretary of the Local Union 11-502 not later than the 18th day of the current month such union dues together with the list giving the name of the employee from whom the deduction has been made and the amount of deduction. It is understood that said authorization is entirely voluntary and may be terminated by the employee at any time.

ARTICLE XVII

CHECKOFF FOR CREDIT UNION

- A. The Library shall deduct as to each employee who shall authorize it in writing, on a form which is on file with the Library and which has not been revoked or declared by law to be illegal, from each pay period except in the middle pay period in those months having three pay periods, an amount of money as authorized in writing by such employee. The Library Bookkeeper shall within ten days after the deduction, as hereto set forth, transmit to the Frontier Credit Union treasurer the total of such amount deducted from the employee's pay check, with an itemized list of the name of the employee participating and amount of money deducted from his pay check. At such time of such transmission the Library shall be absolved and discharged from any further liability and responsibility. In the event this procedure is declared illegal or in the event the form used for the check off is declared illegal, then the City shall be under no liability or responsibility to check off for the Credit Union.

ARTICLE XVIII

JURY/COURT DUTY

- A. In the event an employee is called for jury duty or is subpoenaed to appear in a court of law, he shall have the right to take time away from his employ. During the time he acts in this official capacity, he shall receive his regular pay.
- B. All employees will file for jurors/witness pay with the Clerk of Court. When they receive their jurors pay check they shall surrender such draft, properly endorsed, to the Library.
- C. If jury/court duty falls on a day an employee is not scheduled to work, that employee will not have to surrender juror/witness pay for those dates. Employees will also retain all pay in regard to mileage.

ARTICLE XIX

SELECTIVE SERVICE POLICY

- A. Those employees called for service under the National Guard Resolution or the Selective Service Act, or any Military Conscription Act during the life of this Agreement, or those who enlist will be given thirty days pay if they have been in the employment of the Library for one year or more at the time they are called. Those employees who have been employed by the Fort Dodge Public Library in excess of six months and less than one year will be given one week's pay. These amounts are to be paid to the employees upon final induction into service and such pay shall be computed on the average weekly earnings in the three months prior to the time when they are called.
- B. The seniority of any employee of the Library who enters the Armed Forces of the United States shall accumulate during the period of such service, and for ninety days thereafter and during this time the employee will retain his position on the seniority list, provided he receives an honorable discharge from the Service.
- C. If such employee receives an honorable discharge, he shall be re-employed according to seniority in the same type of position as that vacated at the beginning of such service in the Armed Forces of our Country, or if this is impossible, in a position as nearly like the former position and rate of pay as it is possible within the Library, unless the Library circumstances have so changed to make it impossible or unreasonable to do so. Such employee shall be required to apply for re-employment within ninety days after his honorable discharge from the Service. The Library agrees to rehire the worker not later than ten days after application.

ARTICLE XX

SAFETY MEETINGS

- A. When safety meetings are held, the time and place shall be posted at least three days prior to the date of the meeting and it shall be mandatory for all employees not on active duty or performing necessary work to attend these meetings. All employees who attend on their own time will be allowed two hours pay at their regular rate.

ARTICLE XXI

INSURANCE

- A. The Library agrees to pay 100% of the employee's premium for hospitalization and medical insurance. Provisions and benefits would change to the plan, identified as Alliance Select 4110-111, which includes a \$100/\$200 deductible, \$750/\$1,500 maximum out of pocket and Rx Drug provision of \$5 Generic and \$20 Brand name co-pays. An employee who works beyond age sixty-five will be provided with Medicare Carveout coverage by the Library.
- B. Employees can elect to participate in the family hospitalization program but must pay the difference between the single rate and the family rate if they so elect.
- C. The Library will pay the premium cost of single and family dental insurance.
- D. The Library will pay the premium cost of single and dependent air and ground ambulance coverage which will be added to the hospitalization coverage.
- E. The Library shall maintain twenty thousand dollars of term life insurance with Accidental Death and Dismemberment for each employee subject to this agreement. Each employee shall be allowed to designate his/her beneficiary.

ARTICLE XXII

UNION BUSINESS

- A. Only Union/Library business may be conducted on Library time.
- B. The Union may select one Library employee to attend the District Convention, the National Union Convention or the State AFL-CIO Convention. It is understood that different employees may be selected to attend each function. It is also understood that the employee will not be paid by Library funds for such activities or during such period of absence. The employee must notify their supervisor at least two weeks in advance of their desire to attend such a function and if the request is denied by the supervisor, an explanation must be provided for such a denial.
- C. A negotiation and grievance committee of one shall represent the employees in addition to the Local President or his designee in all matters pertaining to negotiations and disputes. When a negotiation or grievance meeting is arranged between the Library and the Union, the committee shall be permitted a reasonable amount of time to caucus, discuss proposals and develop counter-proposals without loss of pay. Time lost because of Union/Library business shall be computed as time worked for the purpose of computing overtime and premium pay.
- D. The member of the negotiation/grievance committee shall be paid his regular rate of pay for any Library/Union business that occurs during their regular duty hours. All time spent in negotiations/grievance meetings during regular duty hours shall count towards computing the employee's first forty hours each week.
- E. Grievance and negotiating committee member shall notify the immediate supervisor in writing in advance setting forth the dates and times when they will be absent for the attendance at meetings.
- F. The Union's Financial Secretary will be allowed reasonable time off, not to exceed 1 ½ hours per month to post union notices. Time lost performing these duties shall be considered time worked. The Union agrees to consider the nature of the employee's job when selecting Union Officers.
- G. Any Union member elected or appointed to serve on a committee or position with the State Federation of Labor or International Union will do so without pay from the City.

ARTICLE XXIII

HEALTH AND SAFETY

- A. The Library bargaining unit shall appoint one of their members to a joint Labor-Management Health and Safety Committee which consists of equal Union and City representatives. This committee shall hold meetings as often as is necessary but not less than once a month at a regularly scheduled time and place, for the purpose of jointly considering, inspecting, investigating and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of jointly and effectively making constructive recommendations with respect thereto, including but not limited to the formulation of changes to eliminate unhealthy and unsafe conditions and practices. All matters considered by the Committee shall be reduced to writing, and joint minutes of all meetings of the committee shall be made and maintained. Time spent in connection with the work of the Committee by union representative shall be considered and compensated for as their regularly assigned work.
- B. The Library Board of Trustees, believing the health and safety of their employees to be a concern of both Parties, shall institute reasonable rules for safeguarding the health and safety of all concerned.
- C. All employees shall be required to comply with the reasonable safety rules and regulations adopted by the Joint Safety Committee. Gross disregard to comply herewith will result in disciplinary action.
- D. The Library Board agrees to provide and maintain adequate personal protective equipment for the protection of the health and safety of all employees. The Library Board further agrees to conduct regularly scheduled safety meetings not less than one each quarter for all employees.
- E. The Library Board agrees to fully disclose, in writing to the Union, the full identity of all chemicals and related substances and their threshold limit values.
- F. Such identification shall include, but not be restricted to the chemical, drug, biological or pharmaceutical name or names, relevant health and safety hazards and precautions, the maximum concentration of exposures, precautions to be taken, health symptoms, medical remedies and antidotes.
- G. The Library shall pay for reasonable and necessary physical examination and medical test for employees who may have been exposed to hazardous conditions. A report of all medical findings and examinations shall be provided only to the affected employee and the Library. A gross report respecting the confidentiality of those employees examined shall be provided to the Joint Labor Management Safety committee.

- H. The Library Board shall provide reasonable medical first aid facilities for emergencies and a report of all injuries shall be made and record maintained.
- I. No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any local, state or federal health or safety law. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action. When an employee refuses to work because of alleged safety or health reasons, the joint Safety Committee shall hold an emergency meeting to rule on the issue.
- J. Any dispute arising out of interpretation of this article may be made subject to the grievance procedure. All dispute alleging violation of OSHA will be settled through OSHA Rules. Issues that have been ruled on by OSHA shall have no further recourse through the grievance procedure.

ARTICLE XXIV

HANDICAPPED EMPLOYEES

- A. Chapter 601A.14 of the Code of Iowa, and the Federal American's With Disabilities Act are hereby made a part of this Agreement by reference.

ARTICLE XXV

PROBATIONARY PERIOD

- A. The probationary period for new regular employees shall be six months. Probationary employees shall have no rights under this contract until after they have passed their probationary period.
- B. The probationary period begins on the first day of the last date of hire for the employee who is employed as a regular employee. This section does not apply to seasonal and temporary employees.

ARTICLE XXVI

CONTRACT PRINTING COST

- A. The Union and the Library will each pay one-half of the cost of printing the labor contract.

ARTICLE XXVII

SALARY ADJUSTMENT

- A. A 2.75% salary increase for each step in each pay range will be given July 1, 2006. A 2.75% salary increase for each step in each pay range will be given July 1, 2007.
- B. A step "F" for each classification that will be 5% above step "E" will be implemented on July 1, 2006. Employees will be eligible to move to step "F" after five (5) years on step "E". Employees will be eligible to move to step "F" beginning July 1, 2006, but shall not move until their anniversary date of employment with the Library. (By virtue of their time currently on step "E", Al McNeil and Ruth Bennett will be moved up a step on their 2006 anniversary date).
- C. Employees will be moved up one grade classification on their anniversary date of employment with the Library.

ARTICLE XXVIII

TERM OF AGREEMENT

- A. The above agreement, hereinafter set out, shall remain in full force and effect from July 1, 2006 through June 30, 2008.
- B. The Parties agree that this agreement shall be reopened to negotiations for fiscal year commencing July 1, 2008 no later than 165 days prior to the Certified Budget submission date of the City of Fort Dodge and that during the period from commencement of negotiations to 120 days prior to the Certified Budget Submission date the Parties shall meet to endeavor to resolve any differences and to reach agreement thereon. Failure to reach agreement prior to 120 days before the Certified Budget Submission date, the impasse, mediation and arbitration procedures as set out in Section 19, 20, 21, and 22, Chapter 20 Code of Iowa, as amended, shall apply if mutually agreeable impasse procedures have not been adopted.
- C. This agreement entered into this 23rd day of January, A.D., 2006, in the City of Fort Dodge, Webster County, Iowa.

CITY OF FORT DODGE
FORT DODGE PUBLIC LIBRARY BOARD OF TRUSTEES:

By: _____
Larry D. Koeninger, Library Director

By: _____
Frank Segreto, President, Board of Trustees

By: _____
President, Roger Simonson

By: _____
Library Rep. Kay Eldredge

By: _____
Garth Bowen, Staff Representative

Bi-W Calcs Based on a 80 Hr. Pay Period
Annual Calcs Based on 2080 Hrs./Yr.

USW Union
07/02/2006

+ 2.75%

EXHIBIT "A"
SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E	F
9	A	\$17,950.40	\$18,803.2	\$19,739.20	\$20,654.40	\$21,652.80	\$22,672.00
	BI-W	\$690.40	\$723.20	\$759.20	\$794.40	\$832.80	\$872.00
	H	\$8.63	\$9.04	\$9.49	\$9.93	\$10.41	\$10.90
10	A	\$18,803.20	\$19,739.2	\$20,654.40	\$21,652.80	\$22,672.00	\$23,795.20
	BI-W	\$723.20	\$759.20	\$794.40	\$832.80	\$872.00	\$915.20
	H	\$9.04	\$9.49	\$9.93	\$10.41	\$10.90	\$11.44
11	A	\$19,739.20	\$20,654.4	\$21,652.80	\$22,672.00	\$23,795.20	\$24,876.80
	BI-W	\$759.20	\$794.40	\$832.80	\$872.00	\$915.20	\$956.80
	H	\$9.49	\$9.93	\$10.41	\$10.90	\$11.44	\$11.96
12	A	\$20,654.40	\$21,652.8	\$22,672.00	\$23,795.20	\$24,876.80	\$26,124.80
	BI-W	\$794.40	\$832.80	\$872.00	\$915.20	\$956.80	\$1,004.80
	H	\$9.93	\$10.41	\$10.90	\$11.44	\$11.96	\$12.56
13	A	\$21,652.80	\$22,672.0	\$23,795.20	\$24,876.80	\$26,124.80	\$27,372.80
	BI-W	\$832.80	\$872.00	\$915.20	\$956.80	\$1,004.80	\$1,052.80
	H	\$10.41	\$10.90	\$11.44	\$11.96	\$12.56	\$13.16
14	A	\$22,672.00	\$23,795.2	\$24,876.80	\$26,124.80	\$27,372.80	\$28,620.80
	BI-W	\$872.00	\$915.20	\$956.80	\$1,004.80	\$1,052.80	\$1,100.80
	H	\$10.90	\$11.44	\$11.96	\$12.56	\$13.16	\$13.76
15	A	\$23,795.20	\$24,876.8	\$26,124.80	\$27,372.80	\$28,620.80	\$30,056.00
	BI-W	\$915.20	\$956.80	\$1,004.80	\$1,052.80	\$1,100.80	\$1,156.00
	H	\$11.44	\$11.96	\$12.56	\$13.16	\$13.76	\$14.45
16	A	\$24,876.80	\$26,124.8	\$27,372.80	\$28,620.80	\$30,056.00	\$31,532.80
	BI-W	\$956.80	\$1,004.80	\$1,052.80	\$1,100.80	\$1,156.00	\$1,212.80
	H	\$11.96	\$12.56	\$13.16	\$13.76	\$14.45	\$15.16
17	A	\$26,124.80	\$27,372.8	\$28,620.80	\$30,056.00	\$31,532.80	\$33,051.20
	BI-W	\$1,004.80	\$1,052.80	\$1,100.80	\$1,156.00	\$1,212.80	\$1,271.20
	H	\$12.56	\$13.16	\$13.76	\$14.45	\$15.16	\$15.89
18	A	\$27,372.80	\$28,620.8	\$30,056.00	\$31,532.80	\$33,051.20	\$34,673.60
	BI-W	\$1,052.80	\$1,100.80	\$1,156.00	\$1,212.80	\$1,271.20	\$1,333.60
	H	\$13.16	\$13.76	\$14.45	\$15.16	\$15.89	\$16.67
19	A	\$28,620.80	\$30,056.0	\$31,532.80	\$33,051.20	\$34,673.60	\$36,316.80
	BI-W	\$1,100.80	\$1,156.00	\$1,212.80	\$1,271.20	\$1,333.60	\$1,396.80
	H	\$13.76	\$14.45	\$15.16	\$15.89	\$16.67	\$17.46
20	A	\$30,056.00	\$31,532.8	\$33,051.20	\$34,673.60	\$36,316.80	\$38,168.00
	BI-W	\$1,156.00	\$1,212.80	\$1,271.20	\$1,333.60	\$1,396.80	\$1,468.00
	H	\$14.45	\$15.16	\$15.89	\$16.67	\$17.46	\$18.35

Bi-W Calcs Based on a 80 Hr. Pay Period
Annual Calcs Based on 2080 Hrs./Yr.

USW Union
07/02/2006

EXHIBIT "A"

+ 2.75%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E	F
21	A	\$31,532.80	\$33,051.2	\$34,673.60	\$36,316.80	\$38,168.00	\$39,977.60
	BI-W	\$1,212.80	\$1,271.20	\$1,333.60	\$1,396.80	\$1,468.00	\$1,537.60
	H	\$15.16	\$15.89	\$16.67	\$17.46	\$18.35	\$19.22
22	A	\$33,051.20	\$34,673.6	\$36,316.80	\$38,168.00	\$39,977.60	\$41,891.20
	BI-W	\$1,271.20	\$1,333.60	\$1,396.80	\$1,468.00	\$1,537.60	\$1,611.20
	H	\$15.89	\$16.67	\$17.46	\$18.35	\$19.22	\$20.14
23	A	\$34,673.60	\$36,316.8	\$38,168.00	\$39,977.60	\$41,891.20	\$44,012.80
	BI-W	\$1,333.60	\$1,396.80	\$1,468.00	\$1,537.60	\$1,611.20	\$1,692.80
	H	\$16.67	\$17.46	\$18.35	\$19.22	\$20.14	\$21.16
24	A	\$36,316.80	\$38,168.0	\$39,977.60	\$41,891.20	\$44,012.80	\$46,196.80
	BI-W	\$1,396.80	\$1,468.00	\$1,537.60	\$1,611.20	\$1,692.80	\$1,776.80
	H	\$17.46	\$18.35	\$19.22	\$20.14	\$21.16	\$22.21
25	A	\$38,168.00	\$39,977.6	\$41,891.20	\$44,012.80	\$46,196.80	\$48,505.60
	BI-W	\$1,468.00	\$1,537.60	\$1,611.20	\$1,692.80	\$1,776.80	\$1,865.60
	H	\$18.35	\$19.22	\$20.14	\$21.16	\$22.21	\$23.32

Bi-W Calcs Based on a 80 Hr. Pay Period

Annual Calcs Based on 2080 Hrs./Yr.

+ 2.75%

USW Union

07/01/2007

EXHIBIT "A"

SALARY SCHEDULE

(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E	F
9	A	\$18,449.60	\$19,323.2	\$20,280.00	\$21,216.00	\$22,256.00	\$23,296.00
	BI-W	\$709.60	\$743.20	\$780.00	\$816.00	\$856.00	\$896.00
	H	\$8.87	\$9.29	\$9.75	\$10.20	\$10.70	\$11.20
10	A	\$19,323.20	\$20,280.0	\$21,216.00	\$22,256.00	\$23,296.00	\$24,440.00
	BI-W	\$743.20	\$780.00	\$816.00	\$856.00	\$896.00	\$940.00
	H	\$9.29	\$9.75	\$10.20	\$10.70	\$11.20	\$11.75
11	A	\$20,280.00	\$21,216.0	\$22,256.00	\$23,296.00	\$24,440.00	\$25,563.20
	BI-W	\$780.00	\$816.00	\$856.00	\$896.00	\$940.00	\$983.20
	H	\$9.75	\$10.20	\$10.70	\$11.20	\$11.75	\$12.29
12	A	\$21,216.00	\$22,256.0	\$23,296.00	\$24,440.00	\$25,563.20	\$26,852.80
	BI-W	\$816.00	\$856.00	\$896.00	\$940.00	\$983.20	\$1,032.80
	H	\$10.20	\$10.70	\$11.20	\$11.75	\$12.29	\$12.91
13	A	\$22,256.00	\$23,296.0	\$24,440.00	\$25,563.20	\$26,852.80	\$28,121.60
	BI-W	\$856.00	\$896.00	\$940.00	\$983.20	\$1,032.80	\$1,081.60
	H	\$10.70	\$11.20	\$11.75	\$12.29	\$12.91	\$13.52
14	A	\$23,296.00	\$24,440.0	\$25,563.20	\$26,852.80	\$28,121.60	\$29,411.20
	BI-W	\$896.00	\$940.00	\$983.20	\$1,032.80	\$1,081.60	\$1,131.20
	H	\$11.20	\$11.75	\$12.29	\$12.91	\$13.52	\$14.14
15	A	\$24,440.00	\$25,563.2	\$26,852.80	\$28,121.60	\$29,411.20	\$30,888.00
	BI-W	\$940.00	\$983.20	\$1,032.80	\$1,081.60	\$1,131.20	\$1,188.00
	H	\$11.75	\$12.29	\$12.91	\$13.52	\$14.14	\$14.85
16	A	\$25,563.20	\$26,852.8	\$28,121.60	\$29,411.20	\$30,888.00	\$32,406.40
	BI-W	\$983.20	\$1,032.80	\$1,081.60	\$1,131.20	\$1,188.00	\$1,246.40
	H	\$12.29	\$12.91	\$13.52	\$14.14	\$14.85	\$15.58
17	A	\$26,852.80	\$28,121.6	\$29,411.20	\$30,888.00	\$32,406.40	\$33,966.40
	BI-W	\$1,032.80	\$1,081.60	\$1,131.20	\$1,188.00	\$1,246.40	\$1,306.40
	H	\$12.91	\$13.52	\$14.14	\$14.85	\$15.58	\$16.33
18	A	\$28,121.60	\$29,411.2	\$30,888.00	\$32,406.40	\$33,966.40	\$35,630.40
	BI-W	\$1,081.60	\$1,131.20	\$1,188.00	\$1,246.40	\$1,306.40	\$1,370.40
	H	\$13.52	\$14.14	\$14.85	\$15.58	\$16.33	\$17.13
19	A	\$29,411.20	\$30,888.0	\$32,406.40	\$33,966.40	\$35,630.40	\$37,315.20
	BI-W	\$1,131.20	\$1,188.00	\$1,246.40	\$1,306.40	\$1,370.40	\$1,435.20
	H	\$14.14	\$14.85	\$15.58	\$16.33	\$17.13	\$17.94
20	A	\$30,888.00	\$32,406.4	\$33,966.40	\$35,630.40	\$37,315.20	\$39,208.00
	BI-W	\$1,188.00	\$1,246.40	\$1,306.40	\$1,370.40	\$1,435.20	\$1,508.00
	H	\$14.85	\$15.58	\$16.33	\$17.13	\$17.94	\$18.85

Bi-W Calcs Based on a 80 Hr. Pay Period

Annual Calcs Based on 2080 Hrs./Yr.

+ 2.75%

USW Union

07/01/2007

EXHIBIT "A"

**SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)**

Grade		A	B	C	D	E	F
21	A	\$32,406.40	\$33,966.4	\$35,630.40	\$37,315.20	\$39,208.00	\$41,080.00
	BI-W	\$1,246.40	\$1,306.40	\$1,370.40	\$1,435.20	\$1,508.00	\$1,580.00
	H	\$15.58	\$16.33	\$17.13	\$17.94	\$18.85	\$19.75
22	A	\$33,966.40	\$35,630.4	\$37,315.20	\$39,208.00	\$41,080.00	\$43,035.20
	BI-W	\$1,306.40	\$1,370.40	\$1,435.20	\$1,508.00	\$1,580.00	\$1,655.20
	H	\$16.33	\$17.13	\$17.94	\$18.85	\$19.75	\$20.69
23	A	\$35,630.40	\$37,315.2	\$39,208.00	\$41,080.00	\$43,035.20	\$45,219.20
	BI-W	\$1,370.40	\$1,435.20	\$1,508.00	\$1,580.00	\$1,655.20	\$1,739.20
	H	\$17.13	\$17.94	\$18.85	\$19.75	\$20.69	\$21.74
24	A	\$37,315.20	\$39,208.0	\$41,080.00	\$43,035.20	\$45,219.20	\$47,465.60
	BI-W	\$1,435.20	\$1,508.00	\$1,580.00	\$1,655.20	\$1,739.20	\$1,825.60
	H	\$17.94	\$18.85	\$19.75	\$20.69	\$21.74	\$22.82
25	A	\$39,208.00	\$41,080.0	\$43,035.20	\$45,219.20	\$47,465.60	\$49,836.80
	BI-W	\$1,508.00	\$1,580.00	\$1,655.20	\$1,739.20	\$1,825.60	\$1,916.80
	H	\$18.85	\$19.75	\$20.69	\$21.74	\$22.82	\$23.96

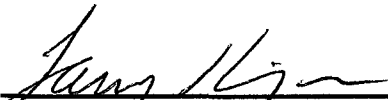
ARTICLE XXVIII

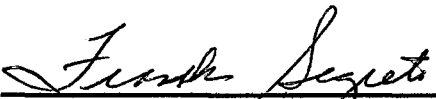
TERM OF AGREEMENT


- A. The above agreement, hereinafter set out, shall remain in full force and effect from July 1, 2006 through June 30, 2008.
- B. The Parties agree that this agreement shall be reopened to negotiations for fiscal year commencing July 1, 2008 no later than 165 days prior to the Certified Budget submission date of the City of Fort Dodge and that during the period from commencement of negotiations to 120 days prior to the Certified Budget Submission date the Parties shall meet to endeavor to resolve any differences and to reach agreement thereon. Failure to reach agreement prior to 120 days before the Certified Budget Submission date, the impasse, mediation and arbitration procedures as set out in Section 19, 20, 21, and 22, Chapter 20 Code of Iowa, as amended, shall apply if mutually agreeable impasse procedures have not been adopted.
- C. This agreement entered into this 23rd day of January, A.D., 2006, in the City of Fort Dodge, Webster County, Iowa.

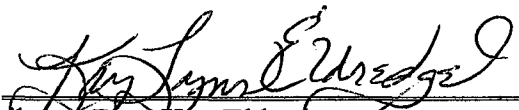
CITY OF FORT DODGE

FORT DODGE PUBLIC LIBRARY BOARD OF TRUSTEES:

By: 
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